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OR	22311		SEP 0
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lease change the correspondence address for the first to: The address associated with Customer Number: Ignee Name and Address: ROSOFT CORPORATION MICROSOFT WAY MOND, WA 98052 py of this form, together with a statement under the dots of the filed in each application in which the completed by one of the practitioners apportized to act on behalf of the assignee, and many is to be filed.	e application identified in 22971 er 37 CFR 3,73(b) (Form is form is used. The state of the country in the application of the application identify the application is the country in the application in the application identify the application identified in identified in identification identified in i	n PTO/SB/96 or e tement under 37 appointed pract	equivalent) is CFR 3.73(b) littoner is Power of

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STATEMENT UNI	DER 37 CFR 3.73(b)
Applicant/Patent Owner: Microsoft Corporation	
Application No./Patent No.: 10/807,938 Filed/Issu	ue Date: March 23, 2004
Entitled: A METHOD FOR COMPARATIVE VISUAL RENDERING	
Microsoft Corporation corp	poration
(Name of Assignee) (Type of	f Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that it is: 1. in the assignee of the entire right, title, and interest; or	,
an assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is	%
in the patent application/patent identified above by virtue of either:	
A. An assignment from the inventor(s) of the patent application/precorded in the United States Patent and Trademark Office at attached.	atent identified above. The assignments were Reel _, Frame _; or for which a copy thereof is
OR	
 B. A chain of title from the inventor(s), of the patent application/pat below; 	ent identified above, to the current assignee as shown
1. From: inventors	Maximal Innovative Intelligence Ltd.
Reel n/a Frame n/a	or for which a copy thereof is attached.
2. From: Maximal Innovative Intelligence To: The document was recorded in the United States Pater	Microsoft Corporation
Reel n/a Frame 11/a	र्म and Trademark Office at , or for which a copy thereof is attached.
3. From:	
The document was recorded in the United States Paten Reel	t and Trademark Office at
ReelFrame	
Additional documents in the chain of title are listed on a s	supplemental sheet.
Oobles of assignments of other documents in the chain of title are	attached.
[NOTE: A separate copy (i.e., a true copy of the original assignme submitted to Assignment Division in accordance with 37 CFR Part recorded in the records of the USPTO. See MPEP 302.08]	int document(s)) must be 3, if the assignment is to be
The undersigned (whose title is supplied below) is authorized to accompanying copy of an executed General Power of Attorney (PT 8 Sep 2005	t on behalf of the assignee pursuant to the O/SB/80). James T. Strom
Date	
(425) 706-0362	Typed or printed name
Telephone number	Signature
	Patent Attorney – Registration No. 48,702
	Title

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P.15/22

HERZOG, FOX & NEEMAN DRAFT 31 MAY 2001

ASSET PURCHASE AGREEMENT

Dated as of 31 May, 2001

AMONG

MICROSOFT CORPORATION

AND

MAXIMAL INNOVATIVE INTELLIGENCE LTD.



ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of 31 May, 2001 (this "Agreement"), by and among:

- 1. MICROSOFT CORPORATION, a company incorporated in accordance with the laws of the State of Washington of One Microsoft Way, Redmond, WA 98052-6399, USA ("Microsoft"); and
- 2. MAXIMAL INNOVATIVE INTELLIGENCE LTD., Company No. 51-2664186, a company incorporated in accordance with the laws of the State of Israel of 18 Tozeret Ha'aretz, Tel Aviv 97891, Israel (the "Company").

RECITALS

WHEREAS:

- A. The Company is engaged in the research and development of multidimensional analysis and viewing technologies.
- B. Microsoft desires to acquire the Company Intellectual Property and the Computer Equipment (both as defined below) and to assume certain liabilities and contractual obligations relating to the Company's Intellectual Property, all on the terms and subject to the conditions hereinafter set forth.
- C. The Company desires to sell the Company Intellectual Property and the Computer Equipment to Microsoft, and to transfer and assign such liabilities and contractual obligations to Microsoft on the terms and subject to the conditions hereinafter set forth.

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings:

"Acquired Assets"

The Company Intellectual Property, and Computer

Equipment.

"Charter Documents"

As defined in Section 5.1.2.

"Closing" and "Closing

As defined in Section 12.

Date"

"Company Intellectual

As defined in Section 5.5.3.

Property"

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2. ACQUISITION OF ASSETS

2.1 Subject to the terms and conditions of this Agreement, at the Closing, the Company shall sell, convey, transfer, assign and deliver to Microsoft, and Microsoft shall purchase, acquire and accept from the Company, the Acquired Assets free and clear of all liens and encumbrances.

5.5 <u>Technology And Intellectual Property Rights</u>

- 5.5.1 The intellectual property of the Company ("Company Intellectual Property") consists of the following:
- all patents, trademarks, trade names, service marks, trade dress, copyrights and any renewal rights therefor, mask works, net lists, schematics, technology, manufacturing processes, supplier lists, trade secrets, know-how, moral rights, computer software programs or applications (in both source and object code form), applications and registrations for any of the foregoing owned by the Company;

12. **CLOSING**

12.1 The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., local time on June 7, 2001, or as soon as practicable (but no more than three business days) after satisfaction or waiver of the last to be fulfilled of the conditions set forth in Section 11 that by their terms are to occur at the Closing (the "Closing Date"), at the offices of Herzog, Fox & Neeman, 4 Weizmann Street, Tel Aviv, Israel, unless another date or place is agreed to by the parties hereto. Any party to this Agreement, including such party's representative(s) may participate in the Closing telephonically.

SIGNATURE PAGE - ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, Microsoft, and the Company have executed this Agreement as of the date first written above.

MICROSOFT CORPORATION

MAXIMAL INNOVATIVE INTELLIGENCE LTD.

Bv.

Name: STEVEN

SINDESKY

Title: SENIOR VICE PRESIDENT

By: WELL NETN

Title: (

By:

Name: RICHARD EMERSON

Title: SENIOR VICE PRESIDENT

BEST AVAILABLE CO.

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(7793/WO/99)

<u>ASSIGNMENT</u>

WHEREAS, We

- 1) Eran Megiddo, an Israeli citizen residing at 2/5 Ha'rav Reiness Street, Jerusalem 95427, Israel
- 2) Yoram Meriaz, an Israeli citizen residing at 46/28 Ezel Street, Holon 58200, Israel and
- 3) Shahar Prish, an Israeli citizen residing at 9 Goley Kenya Street, Tel Aviv 69717, Israel,

hereinafter referred to as Assignors, have made an invention entitled

A METHOD FOR COMPARATIVE VISUAL RENDERING OF DATA

for which the following patent applications have been filed:

United States patent application No. 60/085,781, filed May 13, 1998;

AND WHEREAS, MAXIMAL INNOVATIVE INTELLIGENCE LTD, an Israeli company of 18 Totzeret Ha'aretz Street, P.O. Box 25004, Tel Aviv 61250, Israel, hereinafter referred to as Assignce, is desirous of acquiring all right, title and interest in and to said invention and the aforementioned patent applications and any Patent that may be granted therefor.

NOW, THEREFORE, in consideration of One New Israeli Shekel (NS 1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, We, as Assignors, hereby sell, assign and set over to said Assignee the entire right, title and interest for Israel and all other countries of the world in and to said invention and the aforesaid Patent Applications, and all original, divisional or other applications and patents applied for or granted therefor in Israel and in any other country, including all national/regional phase applications derived from the aforesaid PCT application, including all US national derivatives, and all patents which may be granted thereon, and the undersigned for ourselves and our legal representatives, heirs and assigns do hereby agree and covenant without further remuneration, to execute and deliver all documents required for transferring said Patents/ Applications to said Assignee or its assigns, to communicate to said Assignee or its representatives all facts known to the undersigneds with respect to said Patents /Applications, whenever requested, to testify in any legal proceedings in which the said Patents or Patent Applications may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid said Assignee, its successors, assigns and nominees to register the assignment of the said Patent(s) or Patent Application(s), the expenses incident to said application to be borne and paid by said assignee.

Vitness

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ASSIGNMENT

WHEREAS, Wo

1) Eren Magiddo, en Israeli citizen residing at 2/5 Ha'rav Reinese Street, Jarosalem 95427, Israel 2) Yosam Merinz, en Israeli citizen residing at 46/28 Escl Street, Halon 58200, Israel,

hardnaffer reflered to as Assignors, have made an invention entitled

A METHOD FOR COMPARATIVE VISUAL RENDERING OF DATA

for which the following patent applications have been filed:

United States patent application No. 60/025,781, filed May 18, 1998;

AND WHEREAS, MAXIMAL DINOVATIVE INTELLIGENCE LTD, on Israeli company of 18 Totasset Ha'srotz Street, P.O. Box 25004, Tal Aviv 61250, Israel, hereinsthe referred to as Assigned, is desirous of acquiring all right, title and interest in and to said invention and the aforementioned parent applications and any Patent that may be granted therefor.

NOW, THEREFORE, in consideration of One New Israelt Shokel (NS 1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged. We, as Assignors, hereby sail, navign and set over to said Assigned the entire right, this and interest for largel and all other countries of the world in and to said invention and the aforesaid Patent Applications, and all original, divisional or other applications and parame applied for or granted therefor in Israel and in any other country, including all matiqual/regional phase applications derived from the aforesaid PCT application, including all US national derivatives, and all patents which may be granted thereon, and the undersigned for outselves and our legal representatives, have and excigns do hereby agree and covenant without flather remuneration, to execute and deliver all documents required for transferring said Patents' Applications to said Assignes or its assigns, to communicate to said Assigned or its representatives all facts known to the undersigneds with respect to said Patents /Applications, whenever requested, to testify in any legal proceedings in which the said Patents or Patent Applications may become involved, to sign all lawful papers, make all rightful. ostile, and to do generally everything necessary to aid said Assigner, its successors, assigns and nominces to register the assignment of the said Patent(s) or Patent Application(s), the expenses incident to said application to be borne and paid by said assignee.

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Date

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